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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Serial No. 10/759,976
Filing Date January 15, 2004
Inventor Mark E. Tuttle
Assignee Micron Technology, Inc.
Group Art Unit 2635
Examiner Brian A. Zimmerman
Attorney's Docket No. MI40-366
Title: Wireless Identification Device, RFID Device with Push-On/Push-Off
Switch, and Method of Manufacturing Wireless Identification Device

TERMINAL DISCLAIMER

I, Deepak Malhotra, residing at Spokane, Washington, represent that I am the attorney of record for Micron Technology, Inc., a corporation of the state of Delaware. Micron Technology, Inc. is the owner of all right, title and interest of this U.S. Patent Application Serial No. 10/759,976, filed January 15, 2004, as evidenced by an Assignment to Micron Communications, Inc., recorded October 3, 1997, at Reel 8839, Frames 0860-0863 in the U.S. Patent and Trademark Office, and further by a Notice of Merger of Micron Communications, Inc. to Micron Technologies, Inc., which was recorded on November 9, 1999, at Reel 010373, Frames 0666-0678.

Micron Technology, Inc. is also the owner of all right, title and interest in U.S. Patent No. 6,693,513 as evidenced by an Assignment to Micron Communications, Inc., recorded October 3, 1997, at Reel 8839, Frames 0860-0863 in the U.S. Patent and Trademark Office, and further by a Notice of Merger of Micron Communications, Inc. to Micron Technologies, Inc., which was recorded on November 9, 1999, at Reel 010373, Frames 0666-0678.

Micron Technology, Inc. is also the owner of all right, title and interest in U.S. Patent No. 6,768,415 as evidenced by an Assignment to Micron Communications, Inc., recorded October 3, 1997, at Reel 8839, Frames 0860-0863 in the U.S. Patent and Trademark Office, and further by a Notice of Merger of Micron Communications, Inc. to Micron Technologies, Inc., which was recorded on November 9, 1999, at Reel 010373, Frames 0666-0678.

The evidentiary documents have been reviewed, and I certify that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Micron Technology, Inc. hereby disclaims the terminal part of any future patent granted on this U.S. Patent Application Serial No. 10/759,976 which extends beyond the expiration date of U.S. Patent No. 6,693,513, and further hereby agrees that any future patent so granted on this U.S. Patent Application Serial No. 10/759,976 shall be enforceable only for and during such period that the legal title on the U.S. Patent No. 6,693,513 shall be the same as the legal title to any patent issued from U.S. Patent Application Serial No. 10/759,976. This agreement is to run with any patent granted on the 10/759,976 application and is to be binding upon the grantee of such patent and its successors or assigns.

Micron Technology, Inc. does not disclaim any terminal part of any patent granted on this 10/759,976 application prior to the expiration date of the full statutory term of the United States Patent No. 6,693,513 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found

invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued in any manner or is otherwise terminated prior to expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Micron Technology, Inc. hereby disclaims the terminal part of any future patent granted on this U.S. Patent Application Serial No. 10/759,976 which extends beyond the expiration date of U.S. Patent No. 6,768,415, and further hereby agrees that any future patent so granted on this U.S. Patent Application Serial No. 10/759,976 shall be enforceable only for and during such period that the legal title on the U.S. Patent No. 6,768,415 shall be the same as the legal title to any patent issued from U.S. Patent Application Serial No. 10/759,976. This agreement is to run with any patent granted on the 10/759,976 application and is to be binding upon the grantee of such patent and its successors or assigns.

Micron Technology, Inc. does not disclaim any terminal part of any patent granted on this 10/759,976 application prior to the expiration date of the full statutory term of the United States Patent No. 6,768,415 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued in any manner or is otherwise terminated

prior to expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The fee required by 37 C.F.R. 1.20(d) is submitted herewith. The Commissioner is hereby authorized to charge payment of any additional fees or credit overpayments to Deposit Account No. 23-0925.

The undersigned, Deepak Malhotra, hereby indicates that he is authorized to sign this document on behalf of the assignee, Micron Technology, Inc.

Respectfully submitted,

Dated: June 14, 2005

By: 

Deepak Malhotra

Reg. No. 33,560